THE HONORABLE _____________________

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

GLASSWALL SOLUTIONS LIMITED, and GLASSWALL (IP) LIMITED, Plaintiffs, v. CLEARSWIFT LTD., Defendant.	No. **COMPLAINT FOR PATENT INFRINGEMENT** JURY TRIAL DEMANDED

Plaintiffs Glasswall Solutions Limited and Glasswall (IP) Limited ("Glasswall"), for their Complaint against Defendant Clearswift Ltd. ("Clearswift"), state and allege as follows:

PARTIES, JURISDICTION AND VENUE

1. This is an action for patent infringement arising under Title 35 of the United States Code. The Court has subject matter jurisdiction under 28 U.S.C. §§1331 and 1338(a).

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2. Venue is proper in this district in accordance with 28 U.S.C. §1391(b) and 1391(c).

3. Plaintiff Glasswall Solutions Limited is a company organized and existing under the laws of the United Kingdom, and having a principal place of business at 18A St. James's Place, London SW1A 1NH, United Kingdom.

4. Plaintiff Glasswall (IP) Limited is a company organized and existing under the laws of the United Kingdom, and is a wholly-owned subsidiary of plaintiff Glasswall Solutions Limited, with its principal place of business at 18A St. James's Place, London SW1A 1NH, United Kingdom.

5. Glasswall is informed and believes, and thereon alleges, that Clearswift is a company organized and existing under the laws of the United Kingdom, having a principal place of business at 1310 Waterside, Arlington Business Park, Theale, Reading RG7 4SA, United Kingdom. On information and belief, Clearswift maintains a headquarters in the United States at 309 Fellowship Road, Suite 200, Mount Laurel, New Jersey. In addition, on information and belief, Clearswift operates a sales team in the United States organized along regional lines with one such region including this district. *See, e.g.,* https://www.clearswift.com/sites/default/files/documents/Jobs/Senior Pre-Sales Engineer US.pdf. On information and belief, the Clearswift U.S. sales team includes one or more sales engineers who support sales activities directed at customers or potential customers in the State of Washington and in this district.

6. Glasswall is informed and believes, and thereon alleges, that Clearswift is subject to personal jurisdiction in this district because Clearswift has transacted business in

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this district and has committed, by itself or in concert with others, acts of patent infringement in this district. On information and belief, Clearswift maintains contacts and business operations and transacts business within the State of Washington generally and within the Western District of Washington in particular. In addition, Clearswift offers to sell, advertises, uses, imports, and/or sells products, including the accused products described below, within this district. On information and belief, Clearswift maintains business relationships with resellers that offer to sell, advertise, use, import and/or sell products, including the accused products described below, within this district. Further, on information and belief, Clearswift purposefully and voluntarily placed one or more infringing products into the stream of commerce with the expectation that they will be used by consumers in the State of Washington. Clearswift has purposely availed itself of the laws of this district by, among other things, advertising and selling its products within this district.

7. Clearswift is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Washington State Long Arm Statute, due at least to Clearswift's business in this forum, including: (i) at least a portion of the infringement alleged herein; and/or (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving revenue from goods and services provided to individuals in the State of Washington and in this district.

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BACKGROUND

8. Glasswall is a leading developer and seller of computer technology, including processes for protection of computer systems and networks from contamination by unwanted code and data, such as, for example, computer viruses and malware.

9. One aspect of Glasswall technology provides a secure exchange of electronic information through real time inspection and sanitization of electronic documents. As an example, where an email includes an attached document that includes contaminated content, Glasswall technology regenerates a benign file from the original email attachment, removing the contaminated content and delivering a safe document in real time.

10. In the spring of 2013, Glasswall began discussions with Clearswift about potentially integrating certain proprietary Glasswall technology into Clearswift's suite of software products.

11. During spring and early summer of 2013, Glasswall provided Clearswift with extensive documentation and technical information about Glasswall technology, with the goal of a trial integration of Glasswall technology into Clearswift's product for proof of concept.

12. After June of 2013, Clearswift abruptly discontinued communications with Glasswall. Approximately six months thereafter, Clearswift announced an "Adaptive Redaction" technology, asserting that "Adaptive Redaction provides a mechanism whereby the traditional 'stop and block' nature of Data Loss Prevention solutions can be overcome with the automatic removal of the exact content which breaks policy – leaving the rest of the

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communication to continue unhindered and avoiding the delay of valid business communications."

COUNT I
DIRECT INFRINGEMENT OF U.S. PATENT NO. 8,869,283

13. Glasswall re-alleges and incorporates by reference the allegations of paragraphs 1-12 above.

14. On October 21, 2014, U.S. Letters Patent No. 8,869,283 (the "'283 Patent") entitled "Resisting the Spread of Unwanted Code and Data" was duly and legally issued in the name of inventor Nicholas John Scales. The entire right, title and interest in and to the '283 Patent has been assigned to Plaintiff Glasswall (IP) Limited. A copy of the '283 Patent is attached hereto as Exhibit A.

15. Glasswall is informed and believes, and thereon alleges, that Clearswift has used, imported, offered for sale or sold, and continues to use, import, offer for sale and sell, within this district and elsewhere in the United States, products that directly infringe one or more claims of the '283 Patent in violation of 35 U.S.C. § 271(a).

16. In particular, Glasswall is informed and believes, and thereon alleges, that Clearswift has used, imported, offered to sell and sold its Clearswift SECURE Email Gateway network security product, and that based on documentation publicly available from Clearswift and third party sources, said product satisfies every limitation of one or more claims of the '283 Patent.

17. For exemplary purposes only, and not by way of limitation, Glasswall is informed and believes, and thereon alleges, that Clearswift's SECURE Email Gateway

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network security product meets each limitation of Claim 1 of the '283 Patent. For exemplary purposes only, and not by way of limitation, in the attached Exhibit B incorporated herein by reference, Glasswall matches the limitations of Claim 1 of the '283 Patent to elements of Clearswift's SECURE Email Gateway (as disclosed in documentation available publicly). As a result, Clearswift directly infringes claim 1 of the '283 Patent.

18. Glasswall is further informed and believes, and thereon alleges, that Clearswift has used, imported, offered to sell and sold additional network security products. For exemplary purposes only, and not by way of limitation, based on documentation publicly available from Clearswift and third party sources describing Clearswift's "Adaptive Reaction" and "Structural Sanitization" technologies, Glasswall is informed and believes, and thereon alleges, that such additional network security products satisfy every limitation of one or more claims of the '283 Patent.

19. Glasswall has been damaged by Defendant Clearswift's direct infringement of the '283 Patent, and will continue to suffer damage in the future unless Clearswift is permanently enjoined from infringing the '283 Patent.

20. Clearswift has actual notice since at least June 22, 2016 of the '283 Patent and that its use, importation, sale and offer for sale of products including the Clearswift SECURE Email Gateway infringe the '283 Patent. Glasswall, through counsel, provided Clearswift a letter dated June 22, 2016, notifying Clearswift of the '283 patent and its relevance to the Clearswift SECURE Email Gateway product.

21. Glasswall is informed and believes, and thereon alleges, that Defendant's infringement of the '283 Patent is and has been willful.

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COUNT II
INDUCEMENT TO INFRINGE U.S. PATENT NO. 8,869,283

22. Glasswall re-alleges and incorporates by reference the allegations of paragraphs 1-21 above.

23. On information and belief, Clearswift also infringes indirectly the ‘283 patent by active inducement under 35 U.S.C. § 271(b).

24. Clearswift has had knowledge of the ‘283 patent since at least June 22, 2016, and on information and belief, Clearswift knew of the ‘283 Patent and knew of its infringement, when Glasswall, through counsel, sent Clearswift a letter informing it of such infringement.

25. On information and belief, Clearswift intended to induce patent infringement by third-party customers and users of the Clearswift SECURE Email Gateway and had knowledge of the possibility that its inducing acts would cause infringement. Clearswift specifically intended and was aware that the normal and customary use of the accused products would infringe the ‘283 Patent.

26. Clearswift performed the acts that constitute induced infringement, and induce actual infringement, with the knowledge of the ‘283 Patent and with the knowledge that the induced acts would constitute infringement. For example, on information and belief, Clearswift provides accused products that have the capability of operating in a manner that infringe one or more of the claims of the ‘283 Patent, including at least claim 1, and Clearswift further provides documentation and training materials that cause customers and

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end users of the accused products to utilize the products in a manner that directly infringe one or more claims of the ‘283 Patent.

27. By providing instruction and training to customers and end-users on how to use the accused products in a manner that directly infringes one or more claims of the ‘283 Patent, including at least claim 1, Clearswift specifically intended to induce infringement of the ‘283 Patent. On information and belief, Clearswift engaged in such inducement to promote the sales of the accused products, e.g., through Clearswift’s user manuals, product support, marketing materials, and training materials to actively induce the users of the accused products to infringe the ‘283 Patent. Accordingly, Clearswift has induced and continues to induce users of the accused products to use the accused products in their ordinary and customary way to infringe the ‘283 Patent, knowing that such use constitutes infringement of the ‘283 Patent.

28. Glasswall has been damaged by Defendant Clearswift's indirect infringement of and inducement to infringe the ‘283 Patent, and will continue to suffer damage in the future unless Clearswift is permanently enjoined from infringing the ‘283 Patent.

PRAYER FOR RELIEF

WHEREFORE, Glasswall prays the Court for the following relief:

A. Judgment that Defendant Clearswift has infringed U.S. Patent No. 8,869,283;

B. An injunction permanently enjoining and restraining Clearswift, its corporate subsidiaries and affiliates, its officers, directors, agents, servants, employees, attorneys, and

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all others acting in concert with, or through it, from further infringing U.S. Patent No. 8,869,283, and from further inducement to infringe;

C. Judgment that Defendant Clearswift's infringement of U.S. Patent No. 8,869,283 has been and continues to be willful;

D. Judgment in favor of Glasswall and against Defendant Clearswift for damages adequate to compensate Glasswall for Clearswift's infringement, in an amount no less than a reasonable royalty for said infringement, plus enhanced damages, prejudgment and post-judgment interest; together with costs, expert witness fees, attorney fees as provided by 35 U.S.C. §285; and

E. Such other and further relief as this Court may deem just and equitable.

JURY DEMAND

Glasswall demands trial by jury on all issues so triable.

Dated this _28th_ day of November, 2016.

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s/ Robert J. Carlson
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